



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

1. Amendment 0001 is issued to incorporate the following changes. Changes are addressed by solicitation Section(s). Some sections are deleted in their entirety and replaced. Other sections are revised/corrected, and some sections remain unchanged. Offerors are advised to review the amendment thoroughly to ensure they are aware of **ALL** changes identified herein:

**2. SF 33**

Block 9 of the SF 33 is changed to read "See Section L.3."

**3. Section A**

The Executive Summary is hereby deleted in its entirety and replaced with the attached Revised Executive Summary.

**4. Section B**

Section B Bidding Schedule is deleted in its entirety and replaced with the attached Revised Bidding Schedule.

**5. Section C**

Section C Description/Specs/Work Statement is hereby deleted in its entirety and replaced with the Revised attached Section C.

**6. Section D**

No Change

**7. Section E**

No Change

**8. Section F**

No change

**9. Section G**

Section G Contract Administration Data is hereby added.

**10. Section H**

Paragraph H.4. Clarification. Paragraph H.4 is clarified to state that "Offerors may submit proposals for more than one category; however, individual proposals are required for each category."

Paragraph H.13 Ombudsmen is hereby added.

Paragraph H.14 referencing Section I Clause 52.228-16 Performance and Payment Bonds –Other than Construction is hereby added.

**11. Section I**

- a. The following clauses have been deleted:

52.219-7 Notice of Partial Small Business Set-Aside

52.219-17 Section 8(a) Award

b. The following clauses have been added:

252.219-7010 Alt A

252.247-7022 Representation of extent of transportation by sea

52.228-1 Bid Guarantee

c. The following clauses have been modified:

52.228-16 Performance and Payment Bonds – Other than Construction

**12. Section J**

The Attachment D, Load Ticket, is deleted in its entirety and replaced with the Revised Attachment D.

**13. Section K**

No Change

**14. Section L**

No Change

**15. Section M**

Section M is deleted in its entirety and replaced with the revised Section M.

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 173 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W912EE-06-R-0005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 Dec 2005	
7. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435				6. REQUISITION/PURCHASE NO.			
CODE W912EE				8. ADDRESS OFFER TO (If other than Item 7) CODE			
TEL: FAX:				See Item 7 TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE SECTION L.3</u> until <u>1600</u> local time <u>18 Jan 06</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM		1 - 3	X	I	CONTRACT CLAUSES 45 - 123
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		4 - 7	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		8 - 37	X	J	LIST OF ATTACHMENTS 124 - 157
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		38	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 158 - 164
X	F	DELIVERIES OR PERFORMANCE		39			
X	G	CONTRACT ADMINISTRATION DATA		40	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS 165 - 170
X	H	SPECIAL CONTRACT REQUIREMENTS		41 - 44	X	M	EVALUATION FACTORS FOR AWARD 171
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e)( ) <input type="checkbox"/> 41 U.S.C. 253(e)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

### EXECUTIVE SUMMARY

1. The primary objective of the resulting contract(s) is to provide public commercial and private residential structures demolition, debris removal, and site cleanup at various locations in Mississippi for Hurricane Katrina Relief Recovery. The total projected dollar capacity for this requirement is \$300 million.

2. This is a firm-fixed price service contract. The North American Industry Classification System (NAICS) code for this requirement is 238910, Site Preparation Contractors. This requirement includes, but is not limited to, demolition of private residential structures and removing demolition and/or disaster generated debris, to include garages, storage/tool sheds, and fences. The contractor shall repair all roadways, sidewalks, utilities, drainage structures, foundation slabs, and other features not designated for demolition or removal, which are damaged by Contractor operations.

3. Type and Numbers of Awards. The Government anticipates awarding three (3) firm fixed priced Indefinite Delivery Indefinite Quantity contracts as follows:

Contract Number 1 – Competitive and unlimited as to business size but limited to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 2 – Competitive HubZone set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 3 – competitive 8(a) set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

If there is not an adequate number of responsible, responsive small business concerns that qualify for award, the Government reserves the right to move a portion of the total estimated \$200 million capacity from the small business concern awards to the unrestricted awards. The Government reserves the right to make staggered awards.

4. Contractors will be evaluated for contract awards based upon the award category they are competing in: Unrestricted, HUBZone set-aside, or 8(a) set-aside. Offerors must specify in their proposal (preferably in a cover letter to their proposal) which category they are competing in for contract award.

5. Each contract will be for one year from date of contract award.. Circumstances permitting, the Government intends to award contracts (without discussion) based upon information contained in the offeror's initial proposal. Depending on the quality of the offerors' proposals, it is possible that one, more than one, or all awards will be made without discussions; it is also possible that after initial 'non-discussion' awards, discussions will be conducted with the remaining offerors in the competitive range which may result in more awards; and it is also possible that discussions may be necessary before any awards are made. The resultant contract(s) will be indefinite-delivery/indefinite-quantity (ID/IQ), as defined at Federal Acquisition Regulation (FAR) 16.504. Under each contract, firm fixed price task orders may be issued for services. Labor rates, as provided in Schedule B of each award will be used in awarding individual task orders. The labor rates in effect at the time a task order is awarded will remain in effect through completion of the project, unless modified due to an increase in the Department of Labor wage rates.

6. The Government is under no obligation to issue any orders against this contract in excess of the minimum contract obligation. The estimated maximum contract amount for the unrestricted portion of this solicitation is \$150,000,000.00; the HUBZone set-aside is \$125 million; and the 8(a) set aside is \$25 million. In accordance with the Engineering Federal Acquisition Regulation Supplement (EFARS) 16.504(a)(1)(i) the minimum obligation will be negotiated prior to award.

7. Application of the Service Contract Act. Individual task orders will specify which Wage Decisions/Determinations applies for the geographic area the work will be performed.

8. Offers from large and small businesses shall provide a subcontracting plan as described in FAR 52.219-9, Small Business and Small Disadvantaged Subcontracting Plan notwithstanding FAR 52.219-9(a). Prior to award, the successful offeror's subcontracting plan must be determined to meet the requirements of FAR 19.705-4 and 52.219-9. Guidance in the evaluation of subcontractor plans is included Army Federal Acquisition Regulation Supplement (AFARS) 19.705-4, Appendix DD, "Subcontracting Plan Evaluation Guide," which can be found at <http://farsite.hill.af.mil/reghtml/regs/other/afars/APDD.htm>.
9. The Corps of Engineers' subcontracting goals at the date of this solicitation are as follows. Of the amount the Large Business prime subcontracts the Small Business goal is 51.2%; Small Disadvantaged Business goal is 8.8%; Service-Disabled Veteran-Owned Small Business goal is 1.5%; HUBZone Small Business is 3.1%, and Woman Owned Small Business goal is 1.5% percent.
10. The authorized ordering office is the U.S. Army Corps of Engineers, Vicksburg District.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

<b>Contract Line Item No.</b>	<b>Description of Supply/Service</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>0001</b>	Mobilization and Demobilization.	1	Lump Sum		
<b>0002</b>	Right of Entry Debris Removal.	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
0002A	Right of Entry Debris Removal Range between 1 to 150 cubic yards		CY		
0002B	Right of Entry Debris Removal. Range between 151 to 300 cubic yards		CY		
0002C	Right of Entry Debris Removal. Over 300 cubic yards		CY		
<b>0003</b>	Right of Way Debris Removal		CY		
<b>0004</b>	Demolition with Debris Removal – Non-Asbestos.	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
0004A	Demolition with Debris Removal. 1 to 150 cubic yards		CY		
0004B	Demolition with Debris Removal. 151 to 300 cubic yards		CY		
0004C	Demolition with Debris Removal. Over 300 cubic yards		CY		
<b>0005</b>	Demolition with Asbestos and Debris Removal.	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
0005A	Demolition with Asbestos and Debris Removal. 1 to 150 cubic yards		CY		
0005B	Demolition with Asbestos and Debris Removal. 151 to 300 cubic yards		CY		
0005C	Demolition with Asbestos and Debris Removal. Over 300 cubic yards		CY		
<b>0006</b>	Combined Hazardous Waste		EA ROE		
<b>00007</b>	Optional - Fencing Around Sub-surface Voids.		LF		

<b>00008</b>	Soil Back Fill for Sub-Surface Voids				
<b>00009</b>	Dirty White Goods.		EA		
<b>00010</b>	Stump Extraction.	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
00010A	Stump Extraction – 25” to 36” Diameter		EA		
00010B	Stump Extraction – 36.1” to 48” Diameter		EA		
00010C	Stump Extraction. Greater than 48” Diameter		EA		
<b>00011</b>	Loose Stumps Greater than 24” Diameter.		CY		
<b>0012</b>	NOT USED	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
<b>0013</b>	Dumpsite Management and Debris Reduction		CY		
<b>0014</b>	Optional - Skilled Labor	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>	<b>XXX</b>
00014A	Skilled Labor – Electrician	1,000	HR		
00014B	Skilled Labor – Electrician, Overtime	250	HR		
0014C	Skilled Labor –Plumber	1,000	HR		
0014D	Skilled Labor –Plumber, Overtime	250	HR		
00014E	Skilled Labor –Carpenter	1,000	HR		
0014F	Skilled Labor –Carpenter , Overtime	250	HR		



Scope of Work  
for  
DEMOLITION AND/OR DEBRIS REMOVAL  
FROM PUBLIC, COMMERCIAL, OR PRIVATE  
RESIDENTIAL PROPERTIES

VARIOUS LOCATIONS IN MISSISSIPPI

December 2005



US Army Corps of Engineers

**SCOPE OF WORK**  
**Hurricane Katrina Recovery Mission**  
**Demolition, Debris Removal and Site Cleanup Work**  
**or**  
**Debris Removal and Site Cleanup**  
**for**  
**Public, Commercial, or Private Residential Properties**  
  
**Various locations in the State of Mississippi**

**1.0 Location.**

This scope of work applies to demolition and/or debris removal from public, commercial, or private residential properties located in Mississippi. Multiple awards will be made under this solicitation; Task Orders will specify zones and specific work areas.

**2.0 Definitions.**

- 2.1 Debris. Debris is defined as materials originating from the effects of any natural or man-made catastrophe or major disaster. Materials included are of both man-made and natural origins. Man-made debris, construction/demolition (C&D) materials includes, but not limited to: lumber, concrete, asphalt, masonry, metals, and plastics. Debris of natural origins, include but not limited to: all vegetative debris (grass, shrubs and trees) and slide materials (clay, sand, gravel, rock) and earth collected with the debris while loading trucks. Screening of debris may be required to remove earthen material prior to reduction. Debris is defined herein and shall be disposed of in accordance with all Federal, State, and Local laws and regulations.
- 2.1.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable, Non-Burnable and Household Hazardous Waste
  - 2.1.1.1 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products and brush.
  - 2.1.1.2 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; dry wall; cloth items; non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), electronic waste, or uncontaminated soil.

- 2.1.1.3 Household Hazardous Waste (HHW). Household hazardous wastes, such as petroleum products, paint products, etc., and known or suspected hazardous materials, such as asbestos, lead-based paint, E-Waste, Dirty White Goods, All tanks containing gas, diesel, heating oil, and other products, or electrical transformers shall be removed by the Contractor. Coordination for hazardous debris removal and segregation is the responsibility of the Contractor.
- 2.1.2 Stumps. Tree stumps with base cut measurements less than 2 feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter will be converted to cubic yards using FEMA Guidance # R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" contained in Section J.
- 2.1.3 Ash. Ash is the residue produced by incineration of the burnable debris. When handling ash, it will be required to "wet down" the ash to prevent dust problems.
- 2.1.4 Chips/Mulch. Chips and mulch are the end product of chipping or grinding wood products. Proper disposal of chips and mulch is to find environmentally friendly (non-landfill disposal) use for the material.
- 2.1.5 Right of Entry (ROE). An instrument providing the Government and its agents the right to lawfully enter upon property to perform demolition and/or debris removal.
- 2.1.6 Right of Way (ROW). Real-estate that is publicly owned running parallel to a roadway.
- 2.1.7 Household Toxic Waste (HTW). Materials including but not limited to fuels, oils, bitumen, calcium chloride acids, insecticides, herbicides or other harmful materials.
- 2.1.8 Electronic Wastes (E-Waste). Electronic hardware including but not limited to computers, televisions, camera, VCRs, radios, copiers, fax machines, microwave ovens which can contain a variety of toxic metals such as lead, cadmium, and mercury that can be harmful to the environment if not properly disposed.
- 2.1.9 White Goods. White goods are any household and commercial appliance.
- 2.1.10 Dirty White Goods. Household and commercial appliances that contain putrefied foods and/or ozone depleting substances.
- 2.1.11 Asbestos-containing waste materials (ACM). Mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable

asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

2.1.12 Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations.

### **3.0 General Project Description**

- 3.1 The work shall consist of demolition of public, commercial, or private residential structures, removing demolition / disaster generated debris and debris reduction. Work shall include, but not be limited to: demolition of single / multi-family homes; public buildings and commercial structures, including garages, storage sheds, fences, and a collection of other onsite disaster generated debris. The work shall require the special handling of Dirty White Goods, HHW, E-Waste, ACM, HTW, and tanks containing petrochemical products. It shall include stump extraction and removal of hazardous hanging limbs and hazardous trees. Woody debris shall be kept segregated from construction/demolition (C&D) debris as much as mechanically practicable. Woody debris includes all vegetative debris and clean woody C&D debris, (i.e. not pressure-treated wood). The Contractor shall repair all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations. This shall include re-sloping for adequate drainage. Standing trees shall only be removed when necessary to gain access to remove eligible debris as identified by the ROE.
- 3.2 The Contractor shall commence performance on awarded Task Orders within forty-eight (48) hours after receipt of Notice to Proceed. No demolition shall occur until the Government reviews and accepts submittals listed in paragraph 5.8. The Contractor shall work during daylight hours for a maximum of 12 hours per day, 7 days per week or as directed by the Contracting Officer in coordination with local officials. Nighttime work on reduction sites is allowed with adequate safety precautions in place. The current estimate of debris for Harrison and Hancock Counties (Unrestricted Award) is 7600 Private Properties with 3 Million CY of debris. The current estimate of debris for Jackson County (HUBZone Award) is 2800 Private Properties with 1 Million CY of debris. The current estimate of debris for the counties of Covington, Forrest, Lamar, Lincoln, and Perry (Northern Counties) (Competitive 8(a) Award) is 4000 Private Properties with 1.4 Million CY of debris. The current estimated completion date is 31 May 2006. This is purely an estimate given for production planning purposes. The volume and completion date will be formalized in individual Task Orders.

- 3.3 Concrete slabs, sidewalks, and structural foundation piers attached to the ground shall not be demolished unless otherwise directed by the COR or designated Quality Assurance Representative (QAR).
- 3.4 Swimming pools, basements, and crawl spaces shall be filled in or fenced as directed by the Government QAR designated by the COR or as stated on the Right of Entry (ROE). Soil fill shall consist of natural, friable soil that is representative of soils in the vicinity which is reasonably free from, debris, scrap metal, man-made fills, trash, refuse, objectionable weeds, litter, brush, matted roots, toxic substances, or any material that might be harmful to plant growth. Soil fill shall be placed in a swimming pool void to the elevation that a free-fall from the edge of the pool will be approximately 3' – 6''. Fencing shall be placed around the perimeter of the subsurface hazard using light weight 1 1/2" x 2 1/2" plastic diamond fencing of the type shown on page 1739 of <http://www.mcmaster.com/> part number 59895T61 or approved equal. The color of the fencing shall be bright orange. Installed fencing shall not droop more than 8" vertically, measured at the center between posts. Posts to support the fencing shall be steel u channel of the type shown on page 1739 of <http://www.mcmaster.com/> part number 6004T42 or approved equal.
- 3.5 All existing or contractor established temporary debris reduction site or landfill operations shall be directed by the debris reduction site or landfill operator. The Contractor shall cooperate with the landfill operator to facilitate effective operations in conjunction with MDEQ disposal requirements and all other applicable regulations and mandates.
- 3.6 When required, the Contractor shall provide access for placement of FEMA temporary housing units. In order to provide this access, mature trees, ornamental shrubs, vegetation, or other site amenities shall not be destroyed or impacted.
- 3.7 The Government reserves the right to have more than one contractor on site at any one time.

#### **4.0 Services.**

- 4.1 Demolition and Debris Removal. The Contractor shall provide all equipment, operators, and laborers for demolition and debris removal operations of public, commercial, or private residential structures as specified in individual Task Order(s). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment (including fuel, oil, grease and repairs) under this contract. The Contractor shall provide supervision and quality control to assure the quality, completeness, and progress of the work. The Contractor shall comply with all applicable Federal, state, and local laws and regulations. Descriptions of the structures as available will be included in the ROE. No explosives will be permitted. The Contractor shall have no salvage rights except

as specified in the Task Order or ROE. The debris work area shall be left clean and clear of debris as reasonably and practical under the conditions of this contract. No debris particles larger than 4 inches in diameter within a volume of no more than one half cubic yard shall be remain.

4.2 Activities required prior to starting demolition are:

- 4.2.1 The Contractor shall document the current conditions of all driveways, sidewalks and all structures not identified for demolition. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted and approved by the Contracting Officer or COR prior to beginning the work on each Right of Entry (ROE).
  - 4.2.2 Prior to demolition of each structure, the Contractor shall perform all tasks and complete the ROE Checklist see appendix A of Section J. Photographs of each structure to be demolished shall be included on the checklist. A COR or designated representative will approve each checklist prior to the Contractor beginning demolition. The Contractor shall adhere to limitations as indicated in the ROE.
  - 4.2.3 The Contractor shall check the structures prior to demolition to insure that the properties are vacated.
  - 4.2.4 The work includes disconnecting, capping and plugging of utilities. The Contractor shall supply all equipment, labor, supplies, and materials for this work and performed in accordance with local regulations. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The Contractor shall ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. Contractor is responsible for damages caused by his operation and associated repairs of all utilities under this contract. The Contractor shall not cut off services to legally occupied structures for more than two hours. The Contractor shall be aware that buried propane tanks are used in this area and caution should be taken accordingly.
  - 4.2.5 Traffic control shall be in accordance with EM 385-1-1.
- 4.3 No Demolition work is to take place without a Government QAR designated by the COR present.

- 4.4 Fresh, uncontaminated water shall be used during demolition and debris loading work to control dust in conjunction with best demolition practices to mitigate respirable particulates and other hazards. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution. The use of water for dust control shall be performed in accordance with best management practices.
- 4.5 The Contractor is responsible for complying with applicable asbestos regulations for demolition of structures. Specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP), current guidance from the Mississippi Department of Environmental Quality (MDEQ), and applicable safety regulations. This includes but is not limited to:
- a) Asbestos Inspection by licensed and accredited inspector, which shall include testing.
  - b) Notification of Asbestos Abatement to MDEQ
  - c) Pre-Demolition Abatement of Asbestos Containing Materials by licensed and accredited asbestos abatement firm.
  - d) Air monitoring during asbestos work activities.
  - e) Proper Shipment and Disposal of Asbestos Containing Materials. The handling of asbestos containing materials shall be addressed in the approved Asbestos Management Plan.
- 4.6 The Contractor is responsible for complete demolition and removal of all structures listed in the Task Order or ROE, down to the structurally sound foundations, piers, and/or slabs. Once demolition on a structure starts, demolition shall be completed within the same day. All demolition debris shall be handled in accordance with the approved Debris Management Plan. Ticketing will be done in accordance with established procedures. Swimming Pools, basements, and crawl spaces shall be filled in or approved fenced (fluorescent orange, polyurethane fencing, four foot in height) as directed by the Government QAR designated by the COR or as stated on the Right of Entry (ROE). Any swimming pools, basements, or crawl spaces to be filled shall be graded to a uniform slope in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual to eliminate vertical drops. The backfill material for pools shall be clean sand and for other features shall be clean, uncontaminated soil.
- 4.7 The use of burning for demolition or the disposal of refuse and debris at the ROE site shall not be permitted.
- 4.8 Personal property to include automobiles, boats, and recreational vehicles shall be segregated on site out of the Contractor's work area as necessary. These items will be removed from the property by others

- 4.9 The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 4.10 The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR or QAR.
- 4.11 Hazardous Trees and Limbs and Stump Holes. The Contractor shall provide all equipment, operators, and laborers to remove hazardous trees, hanging limbs, stumps and backfill for stump holes. The Contractor shall determine the make-up of the removal crews, equipment and labor, for each project area identified in this task order, ROW or ROE. The makeup of the removal crews will be dependent on site conditions and the environmental sensitivity of the sites. The Contractor shall provide all labor and materials necessary to fully plan, manage, operate and maintain (including fuel, oil, grease and repairs) all equipment required for this task order. All equipment must be in compliance with all applicable federal, state, and local rules and regulations. All equipment shall have a placard with the Contractor's name and equipment identification number that is visually accessible and legible to the Quality Assurance inspectors.
- 4.11.1 This work includes, but not limited to, the following: removal of hazardous hanging limbs 2 inches in diameter or larger, removal of hazardous trees, removal of stumps, backfilling of stump holes, and associated debris. Debris removal, reduction and disposal shall be in accordance with the terms of the contract. The hazardous trees to be removed will include those leaning 30 degrees or more, downed in whole, snapped off above ground or identified for extraction. Stump holes shall be backfilled with clean topsoil to match the existing grade. Note that stump holes include all cavities beyond the extraction stump holes. Stumps to be extracted will be identified on the ROE. The contractor will be responsible for repairs to areas disturbed by debris removal equipment. Repairs shall consist of filling and/or leveling of ruts or areas of damage using clean top soil as fill material where necessary. Damage is defined as ruts gouges, holes or other areas of disturbance in the landscape caused by contractor vehicles and equipment. This work does not include any sod or grass seeding operations. All work shall be approved by the COR.
- 4.11.2 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. In addition, the Contractor shall implement measures necessary to ensure the safety of the public. Barricade tape will be used to delineate work areas. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The contractor will be responsible for repairs to areas disturbed by equipment. Repairs shall consist of filling and leveling of ruts or areas of damage resulting from the presence of equipment using clean top soil as fill material. Damage is defined as



ruts gouges, holes or other areas of disturbance in the landscape or home caused by contractor vehicles and equipment. This work does not include any sod or grass seeding operations. No separate payment bid item will be established for this work.

- 4.12 White and Dirty White Goods. The Contractor shall provide all equipment, operators, and laborers to promptly and effectively dispose of the contents of the White and Dirty White Goods encountered during the demolition and debris removal operations. The Contractor will provide all materials, labor, permits, work areas, and equipment to prosecute the work at the approved landfill.

## **5.0 Report Requirements.**

- 5.1 Contractor Work Plan. The Contractor shall prepare a Contractor Work Plan for Contracting Officer approval. One copy of the completed Contractor Work Plan shall be provided to the Contracting Officer and one electronic (Word or Adobe Acrobat) copy to the Field Administration Office within five (5) working days of contract award. This plan must be approved by the Contracting Officer prior to the commencement of any work. The Contractor Work Plan shall include at a minimum:
- a) Contractor's resources to include crews and equipment sufficient to complete demolition by 31 May 2006 and sufficient to complete all work associated with this contract including but not limited to site maintenance, reduction of materials, and restoration of temporary sites by September 31, 2006.
  - b) A description of how the work shall be performed
  - c) Procedures for reporting progress
  - d) Management organizational structure indicating lines of authority and method of contract management
  - e) QC Plan
  - f) Work Hazard Analysis
- 5.2 Accident Prevention Plan. The Contractor shall prepare an Accident Prevention Plan in accordance with the 2003 edition of EM 385-1-1 Appendix A, Safety and Health Requirements Manual. One copy of the completed Accident Prevention Plan shall be provided to the Contracting Officer within five (5) working days of contract award. This plan must be approved by the Contracting Officer prior to the commencement of any work.
- 5.3 Contractor Daily Safety Meetings. A daily safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation

measures for each hazard shall be discussed. The Accident Prevention Plan may be referenced for mitigation measures.

- 5.4 Asbestos Management Plan. The Contractor shall prepare an Asbestos Management Plan for Contracting Officer approval. The plan shall include, as a minimum, the project method for inspection, notification, abatement, and post abatement handling and disposal of all Asbestos Containing Materials as described in applicable Federal and State laws. This plan shall also address requirements of EM 385-1-1 06.B05 (2003) Asbestos Hazard Abatement Plan. The plan shall be submitted within five (5) working days of contract award. Prior to beginning work on any Task Order the Asbestos Management Plan shall be amended if necessary and approved by the Contracting Officer Representative (COR).
- 5.5 Daily Operational Report. The Contractor shall submit a daily operational report. A separate operational report is required for each Task Order/property. For example, if the Contractor is working three crews, each on a separate property on the same day; three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the Quality Assurance (QA) representative and the Contractor. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the ROE started, in progress and completed. The report shall include the ROE number building ID and address. In addition, the report shall identify all workers, to include subcontractor, and equipment. Daily operation reports for Right-of-Way (ROW) will include the same requirements as the ROE's with the exception of the ROE number that shall be replaced with the location of the debris that was removed. Before and after photographs shall be submitted.
- 5.6 Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. These reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:
- a) Locations of areas where inspections were made.
  - b) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.
  - c) The contractor shall include safety programs that are successful and provide a benefit to the safety program.

5.7 Work Schedule. The Contractor shall provide a work schedule including a time line for each Task Order/property. A two week look ahead schedule shall be in a format approved by the COR and shall be provided at the end of each work week or upon request by the COR when conditions change significantly as determined by the COR. Example of the two week look ahead could include the location of work, total number of workers and type and number of equipment per ROE and or ROW. In addition, the contractor shall provide a daily schedule with up to dated information or as indicated for the two week look ahead schedule. The daily work schedule shall be provided to the Government no later than the 1800 hours the day before work is performed.

5.8 Submittals. The Contractor shall provide the following submittals for Contracting Officer approval prior to commencement of work:

- a) Accident Prevention Plan,
  - b) Activity Hazard Analysis,
  - c) Asbestos Management Plan,
  - d) Management Plans, i.e. Organizational Structure, (site specific for each collection, reduction, storage, segregation and disposal site), QC Management Plan (sample daily work plan), Environmental Protection Plan, White Goods Plan, Reduction Site Closure Plan,
  - e) Work Plan,
  - f) Debris/Reduction Site Management Plan
- 1) Once the dumpsite is located, the contractor shall provide a Site Management Plan. Five (5) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:
    - 2) Access to site
    - 3) Site preparation - clearing, erosion control, and grading, and operation during inclement weather
    - 4) Traffic control procedures
    - 5) Safety
    - 6) Segregation of debris
    - 7) Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
    - 8) Location of incineration operations, chipping operation (if required). Burning operations require a 100-foot clearance for the stockpile and a 1000 foot clearance for structures.
- g) Task Order timeline
  - h) Schedule of Work
  - i) Final Closure Plan

## **6.0 Environmental Protection, Historic Preservation, Protection of Property and Restoration.**

For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract. Environmental protection requires consideration of air, water and land and

involves noise and solid waste management, as well as other pollutants. In order to prevent and to provide for abatement and control of any environmental pollution arising from the demolition activities in performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

- 6.1 Historical and Archaeological Concerns or Resources. The Contractor shall not remove or disturb any historical, archeological, architectural or cultural artifacts, relic remains or objects. All items having any apparent historical or archeological interests, which are discovered shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report to:
  - a) The Contracting Officer or designated representative
  - b) State Historic Preservation Officer
- 6.2 Hazardous and Sensitive Materials.
  - 6.2.1 The Contractor shall not remove or disturb any human remains. If human remains are encountered during any element of work associated with this contract, all work shall be stopped. The Contractor shall immediately notify:
    - a) The Contracting Officer or designated representative
    - b) Local law enforcement
    - c) Local Government officials
    - d) Crews and equipment shall remain on standby until retrieval team notifies QAR that no additional assistance to extract is required.
  - 6.2.2 If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify:
    - a) The contracting officer or designated representative
    - b) Local Government officials
  - 6.2.3 If the Contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the immediate area. Work may continue in other areas on site. The Contractor shall immediately notify:
    - a) The Contracting Officer or designated representative
    - b) Local law enforcement
    - c) Local Government officials
- 6.3 If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify the Government QAR who will tag and bag the valuables and notify local Government officials
- 6.4 Household Hazardous Waste (HHW) is excluded from the definition of

Hazardous Toxic Waste (HTW) and therefore does not require the same collection or handling procedures as HTW. Known or suspected HHW and HTW that mistakenly enter the waste stream shall be placed in an approved disposal area within the dump site for removal by others. While every effort will be made to have the local residents separate the HHW from the other debris, if this does not happen, the crew(s) handling the normal debris removal process will need to separate any HHW as needed during collection.

- 6.5 Electronic Wastes (E-wastes). E-wastes may be stored temporarily at existing or contractor provided reduction or landfill sites. The final disposal of E-Waste will be the responsibility of others.
- 6.6 White Goods. Any household and commercial appliance not identified in 6.5.2
- 6.7 All tanks containing gasoline, diesel, and heating oil or other products shall be pumped or drained by the Contractor prior to the tank being moved. The contractor shall submit his plan to the COR for approval.
- 6.8 Dirty White Goods. The contractor shall submit a dirty white goods plan for contracting officer approval. This plan will include but is not limited to:
  - a) Procedures related to the removal of putrefied foods from refrigerators.
  - b) Methods for final disposal and recycling.
  - c) Proper removal and disposal of ozone depleting substances.
  - d) Any safety and training requirements for workers exposed to or working with dirty white goods.

## **7.0 Debris Classification.**

- 7.1 Eligible Debris. The debris must be a direct result of the declared event must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal shall be eligible when it:
  - Eliminates immediate threats to lives, public health and safety;
  - Eliminates immediate threats of significant damage to improved public or private property; and /or
  - Ensures economic recovery of the affected areas to the benefit of the community-at-large.

## **8.0 Debris Removal and Disposal.**

- 8.1 Eligible debris and other waste shall be taken off site throughout the demolition/debris removal process. The Contractor shall not allow debris to accumulate during demolition. The eligible debris and other waste shall be loaded into trucks and taken to the approved reduction/ disposal sites.
- 8.2 All health and safety hazards including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be

demolished. All trucks shall be tarped to prevent spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

### 8.3 Debris Disposal Process.

Measurement for all eligible debris removed shall be by the cubic yard and supported by a load ticket prepared according to established procedures.

- 8.3.1 The entire four-part load ticket is given to the vehicle operator by a Government QAR prior to leaving the loading area. Upon arrival at the disposal site, the vehicle operator shall give the entire four-part load ticket to the Government QAR. The Government QAR will verify the hauler and equipment and establish the percent of the truck's capacity that is filled with eligible debris. After documenting percentage to the nearest 5%, the Government QAR will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the Government QAR to the nearest cubic yard. The Government QAR will give one copy to the vehicle operator. One copy is then given to the Contractor, the original is kept by the Contracting Officer or the designated representative and the fourth shall be given to FEMA. The load tickets shall be submitted with the daily report for each ROE.

## 9.0 Debris Reduction and Dumpsites

- 9.1 The Contractor shall be responsible for locating all reduction and disposal sites including the acquisition of sites as necessary. The sites shall be obtained, developed, and operated to meet all federal, state, and local laws and regulations. Typically, if the tipping fee cost is the same as is applicable to the public or at a commercial rate, which is considered to be fair and reasonable. TIPPING FEES are actual cost for each individual site. The Government will reimburse the contractor for actual cost of tipping fees. The reduction and disposal sites are subject to the approval of the CO.
- 9.2 All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- 9.3 Inspection Tower, The contractor shall construct two inspection towers at each reduction and landfill sites, ingress and egress, using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' by 8', constructed of 2"x8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs and 1/2 inch plywood shall protect the perimeter of the floor area. The roof area shall be covered with corrugated tin. The roof shall provide a minimum of 7 ft. of headroom below the support beams and sloped to drain. A one foot drop down around the perimeter of the roof line shall be provided. Wooden steps shall provide access with a handrail. Include the construction of a work table, 4' x 2-1/2' x 3/4" plywood supported at all four corners. The inspection tower shall be

anchored to withstand a 70mph wind and the base of the tower shall be surrounded by concrete jersey barriers to prevent the trucks from impacting the base of the tower. Hauling operations will not be allowed into the landfill or reduction site until an inspection towers is provided. No separate payment will be made for the construction or installation of the inspection towers. All cost associated with this activity will be included in the Cubic Yard price for debris removal.

- 9.4 Final reduction and disposal sites shall be identified by the contractor and subject to approval by the Government prior to Contractor commitment.

## **10.0 Dumpsite Management and Debris Reduction**

- 10.1.1 General. The Contractor shall provide specified equipment, operators, and laborers for dumpsite management and debris reduction operations as specified in the management plan. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) his equipment. The work shall consist of constructing an appropriate debris disposal and/or reduction site as necessary for managing the debris resulting from his operations. He shall manage the reduction site; perform debris reduction operation which may include air curtain incineration, and or chipping of debris, excluding concrete, asphalt, masonry and metal. A sample incineration pit drawing is provided in Section J, Attachment A. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. A sample Reduction site drawing is provided in Section J, Attachment B.
- 10.1.2 The contractor shall be responsible for all costs associated with the final disposal of non-burnable debris and ash residue. Tipping fees will be reimbursed by the Government. The Contractor will be responsible for returning the reduction site to near original conditions, upon completion of reduction activities. The contractor shall be responsible for the closure of the debris site within 60 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilet, observation towers, security fence, etc.), and grading the site and restoring the site to pre-work conditions. The site will be restored in accordance with all state, tribal, and local requirements. The contractor is responsible for the proper disposal of non-burnable debris, under this contract. The contractor shall receive approval from the COR as to the final acceptance of a site closure. Cubic Yardage shall be determined by the actual debris tickets received from the Corps of Engineers. This cubic yard price shall include all cost associated with all direct and indirect cost to include site acquisition, management, debris reduction, debris disposition, final site restoration.
- 10.1.3 Debris shall be reduced by mechanical means using chippers, grinders, or shredders as indicated in the contractor management plan. The storage area and processing area for the debris reduction operation shall be approved by the COR based upon meeting all federal, state, and local laws and regulations. The size of the debris pile shall be indicated in the site management plan. .
- 10.1.4 Debris reduction by burning. All burning activities must comply with Mississippi Department of Environmental Quality regulation and guidance. There is no industrial standard for Air Curtain Pit Burning. Air curtains are widely used in many areas. If used, contractor shall dig a pit 8ft to 9ft wide, and 14 ft deep with an impervious bottom layer of clay at least 1ft. deep. Ends sealed to a height of 4ft. Seal nozzle end with 12 inches of dirt. Warning stops at least 1ft high. Airflow should be 2ft. below the top edge of the pit. Ensure minimum nozzle velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear ft. Pit no



longer than the length of the blower nozzle. Burn pits must be set back a minimum of 100ft. from debris pile. Safety distance of at least 1,000 ft. Extinguish fire 2 hours before removing ash.

- 10.1.5 Performance Schedule. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the Contracting Officer.

## 10.2 OTHER CONSIDERATIONS

- 10.2.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform as specified in the task order.
- 10.3 The Contractor must be duly licensed to perform the work in Hazardous Materials Containment Area
- 10.4 The contractor shall responsible for and construct a hazardous material containment area. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Additional plastic or tarp sufficient to cover the area is required to prevent rain or snow from entering the containment. It is the Contractors responsibility to be informed of all laws pertaining to the handling of hazardous materials. Site runoff must be redirected from the containment area by site grading. See Section J, Attachment C.
- 10.5 Debris Reduction
- The contractor shall be fully responsible for utilizing debris disposal/reduction sites that utilize the best reduction management practices. This includes reduction by mechanical means using chippers, grinders, and shredders. Debris reduction by burning is authorized subject to full compliance with MDEQ requirements and regulations and EM 3851-1.

## **11.0 Mobilization and Demobilization.**

- 11.1 Mobilization. For this contract is defined as establishing and equipping a field office located in the immediate vicinity of this work. Mobilization shall include field office and personnel, offices equipment, field office trucks, supplies, and the preparation of all the required submittals. Production equipment associated with the demolition and debris removal or reduction is not considered a part of mobilization cost.
- 11.2 Demobilization. The Contractor shall provide all close out documents and reconciliations of all debris tickets. Remove all temporary field offices and closure of all temporary staging areas.
- 11.3 Equipment. There shall be no associated mobilization/de-mobilization costs associated with the equipment indicated in this section.
- 11.4 All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards shall be constructed of wood or steel. If wood, boards shall be 2" by 6" boards or greater. Sideboards shall not extend more than two feet above the metal bedsides. Trucks or trailers shall be loaded in such a manner that maximum gross vehicle weight (GVRW) shall not be exceeded. All extensions are subject to acceptance or rejection by the Government QAR. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity by the Government QAR. The Contractor shall inspect all equipment prior to use and ensure all loads are trimmed and fully covered with a tarp prior to departing demolition site. Any piece of equipment that appears to have been damaged or is unsafe as determined by the QAR will be re-inspected and recertified for safe operation in accordance with EM 385-1-1.
- 11.5 All equipment shall be inspected and measured in conjunction with the Government and shall prominently display two placards that shall be numbered and clearly display the load capacity for identification with a permanent marking. The placards shall be located on the driver's side and the passenger side of the equipment. No capacity can exceed 100% of the measured volume or the vehicle's rated loaded capacity. All prime and subcontractor equipment shall be identified with the prime contractor's name.
- 11.6 Trucks or equipment, that are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The

Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.

Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this contract.

- 11.7 All equipment designated for use under this contract shall be equipped with two identification signs, one attached to each side of the equipment. Signs will be designed and provided by the Contractor for all equipment. The sign shall have two distinct ½" red outline borders on a white background with the contractors name on the interior and approved by the Corps of Engineers.
- 11.8 Prior to commencing any demolition or debris removal operations, the Contractor shall present to the Government's representative all trucks and/or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. Hauling capacity, in cubic yards, will be recorded and marked on the placard for each truck or trailer. Each truck or trailer will also be numbered for identification. A sample load ticket, Section J, Attachment, will be completed by a government's representative and the driver furnished a copy.

## **12.0 Other Considerations.**

- 12.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform as specified in the task order.
- 12.2 The Contractor must be duly licensed to perform the work in Mississippi per statutory requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR prior to commencement.
- 12.3 The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government.
- 12.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- 12.5 The Contractor shall provide a dumpsite foreman who is responsible for management of all contractor operations at the site.
- 12.6 The contractor shall be responsible for determining the need for and managing the night operation.
- 12.7 The Contractor shall designate a Contractor Representative (CR) for each Task Order to supervise work in progress. The Contracting Officer Representative

(COR) will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract.

- 12.8 The Contractor shall designate a full-time Site Safety and Health Officer (SSHO), who is solely responsible for safety and safety training. The SSHO shall also be responsible for implementing the Accident Prevention Plan and Daily Accident Prevention Plan. The SSHO shall have as a minimum 30 hours of OSHA training and 5 years experience.
- 12.9 The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.
- 12.10 The Contractor shall comply with the safety requirements contained in EM385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other State and Federal Laws that address a safe work environment. This includes the monitoring and safety of all employees who are performing any work under this Contract and Task Orders.
- 12.11 The Contractor shall obtain all permits, licenses, and certifications and maintain these documents and have such documents readily available for review, as required and requested by the COR or QAR. Copies of all permits, licenses, and certifications shall be submitted to the Contracting Officer.
- 12.12 Compliance with the provisions of this contract by subcontractors shall be the responsibility of the Contractor.
- 12.13 The Contractor shall assign and provide an Operations Manager (OM) to the Regional Field Office (RFO) to serve as the principal liaison with the Corps of Engineers Contracting Officer. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on site operations. The electronic linkage shall provide immediate contact via Cell phone, Fax machine, and Internet. The OM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential Contractor element information. The OM will report to the Contracting Officer. This position will not require constant presence at the RFO, rather the OM will be required to work the

minimum 10 hours workday and be on call and physically capable of responding to the RFO within 30 minutes of notification.

### **13.0 Special Considerations.**

- 13.1 The Contractor shall secure the demolition area to provide a safe work site. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent right-of-ways, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the Government. All equipment shall be approved by the Contracting Officer prior to use. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor. Work shall not be considered complete until repairs are verified by the COR or QAR.
- 13.2 Before beginning any demolition or debris removal work, the Contractor shall survey the site. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any Contractor damaged items shall be repaired or replaced as approved by the Contracting Officer, as a non-reimbursable expense of the Contractor. The Contractor shall coordinate the work of this section with all other work. The Contractor shall follow any local and state noise ordinance. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local Governments or agencies, or of any public utilities.
- 13.3 Trees outside the project site which might be damaged during demolition shall be left in place and protected. Any such tree(s) damaged during the work under this Contract or Task Orders shall be replaced, as specified in the contract clause "Protection of Existing Trees and Vegetation".

## **16.0 Measurement and Payment**

**Lump Sum Items.** Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided. Additional payment for safety, management and regulatory requirements will not be considered for extra payment.

**Unit Price Items.** Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Additional payment for safety, management and regulatory requirements will not be considered for extra payment.

### **Mobilization and Demobilization; CLIN 0001.**

Measurement.

Unit of measurement will be lump sum.

Payment

Sixty (60) percent will be paid to the Contractor upon mobilization of all equipment needed to commence work. The remaining 40 percent will be paid to the Contractor upon final completion and acceptance of the minimum specification requirements at all work sites and areas of operation.

### **Right of Entry Debris Removal; CLIN 0002.**

Measurement.

Measure will be made by the Cubic Yard (CY).

Payment.

Payment will be made with the effort associated with collection, removal and transportation of non-demolition storm generated debris to include hazardous trees, limbs and stump holes listed in paragraph 4.11 within an ROE. All fees and permits (excluding tipping fees) associated with this CLIN shall be included in the unit price.

**Right of Way Debris Removal; CLIN 0003**

Measurement

Measure will be made by the Cubic Yard (CY).

Payment.

Payment will be made with the effort associated with collection, and transportation of debris placed on the ROW. All fees and permits (excluding tipping fees) associated with this CLIN shall be included in the cubic yard price.

**Demolition with Debris Removal – Non-Asbestos; CLIN 0004.**

Measurement

Measure will be made by the Cubic Yard (CY).

Payment.

Payment will be made with the effort associated with demolition, collection, removal and transportation of structures mentioned in paragraph 4.0 within an ROE. All fees and permits (excluding tipping fees) associated with this CLIN shall be included in the cubic yard price. Compensation for this CLIN shall be done after the requirements mentioned in paragraph 4.5 have been made.

**Demolition with Asbestos and Debris Removal; CLIN 0005.**

Measurement

Measure will be made by the Cubic Yard (CY).

Payment.

Payment will be made with the effort associated with asbestos hazard mitigation, asbestos disposal, demolition, collection, removal and transportation of structures mentioned in paragraph 4.0 within an ROE. All fees and permits (e.g. tipping fees) associated with this CLIN shall be included in the cubic yard price.

**Combined Hazardous Waste; CLIN 0006.**

Measurement

Measure will be made for Each Right of Entry (ROE).

Payment

Payment will be made for collection and staging of all Combined Hazardous Waste in paragraph 6.5.



### **Fencing around Sub-Surface Voids, CLIN 0007**

#### **Measurement**

Measure will be made by the Linear Foot (LF). This CLIN is Optional and will executed by the COR within the ROE.

#### **Payment**

Payment for fencing shall be paid fully installed as stated in paragraph 3.4.

### **Soil Back Fill for Sub-Surface Voids, CLIN 0008**

#### **Measurement**

Measurement will be made by the Cubic Yard (CY). This CLIN is Optional and will executed by the COR within the ROE.

#### **Payment**

Payment will be made by the Cubic Yard, CY, of Soil fill placed in the subsurface void stated in paragraph 3.4.

### **Dirty White Goods; CLIN 0009**

#### **Measurement**

Measurement will be made for Each Dirty White Good.

#### **Payment**

Payment will be made for each Dirty White Good mentioned in 6.7 and after receipt and acceptance of the Dirty White Goods plan.

### **Stump Extraction; CLIN 0010**

#### **Measurement**

Measurement will be made for Each Stump Extracted.

#### **Payment**

Payment will be made for each stump extracted from the ground. Compensation will be made for all equipment and labor necessary to extract, haul and dispose of a tree stump partially buried with its roots still engaged in the ground. The FEMA Guidance # R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" will not be used for this CLIN.

### **Loose Stumps Greater than 24" Diameter; CLIN 00011**

#### **Measurement**

Measurement will be made by the Cubic Yard (CY)

#### **Payment.**

Payment will be made labor and equipment necessary to haul and dispose of a tree stump which does not have its roots engaged into the ground. The FEMA Guidance # R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" will be used for this CLIN to convert stumps into a Cubic Yard.

**Tipping Fees; CLIN 0012**

NOT USED

**Dumpsite Management and Debris Reduction; CLIN 0013**

**Measurement**

Measurement will be made by the Cubic Yard (CY) of debris.

**Payment**

Payment for all work associated with disposal site and debris reduction will be included in the contract unit price as stated in 10.0.

**Skilled Labor, CLIN 0014**

**Measurement**

Measurement will be made by the Hourly rate. The labor rate will be paid a minimum of 4 hours of work done for any hours under 4 hours. Any work performed over 4 hours of work will be paid by actual work performed. Overtime is measured for hours worked over 40 hours per week. This CLIN is Optional.

**Payment**

Payment will be made of each hour of skilled and semi-skilled labor used during the operations of this contract not listed in the aforementioned CLIN's.

SECTION G - CONTRACT ADMINISTRATION DATA

One complete copy of invoice initiated for payment under this contract shall be submitted to:

USACE, Mississippi RFO  
ATTN: Contracting  
Post Office Box 4439  
Biloxi, MS 39435

USACE Finance Center  
Vicksburg District (B4)  
5722 Integrity Drive  
Milington, TN 38054-5005

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1. FEMA RELATED WORK

This award is for all FEMA related work for demolition and debris removal, disposal and site management after any natural or man made disaster. The government reserves the right to use its discretion in the award of any non-FEMA related work.

### H.2. PREFERENCE FOR LOCAL FIRMS IN MAJOR DISASTER AREAS

Pursuant to 42 U.S.C. 5150 and as implemented by Federal Acquisition Regulation subpart 26.2 a preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the areas affected by a major disaster or emergency. The authority to provide preference under this subpart applies only to those acquisitions conducted during the term of a major disaster or emergency declaration made by the president of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq)

### H.3. RELEASE OF NEWS INFORMATION

No news release (including photographs, films, public announcement or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

### H.4 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-work on a Government Installation.

#### **Workmen's Compensation and Employers' Liability Insurance:**

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (the contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection with this contract, to determine his or her own applicability with respect to this provision).

#### **Comprehensive General Liability Insurance:**

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

#### **Comprehensive General Liability Insurance:**

Bodily injury coverage with minimum of \$500,000 per occurrence.

At all times during performance the Contractor shall maintain with the Contracting officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of the contract.

### H.5. SAFETY REQUIREMENTS

All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual EM-385-1-1- in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in

all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and corps personnel during their activities. Action may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute the contract without a lost time accident due to injury.

The contractor's final Accident Prevention plan including Activity Hazard analysis shall be submitted within two (2) days after award.

#### **H.6. MOBILIZATION OF ADDITIONAL CONTRACTORS**

The government reserves the right to mobilize additional contractors if it is determined necessary to meet disaster response mission requirements.

#### **H.7. WAGE RATE APPLICABILITY**

Department of Labor Wage Determinations are located in Section J. Applicable wage rates will be specified in the Task Order.

#### **H.8. ADDITIONAL SOCIOECONOMIC REPORTING**

In addition to FAR 52.219-9, the following reporting will be required.

Special Small Business/Local Business reporting requirement: In addition to other contract requirements of this contract, contractor shall, as a part of its subcontract program management and subcontracting plan, submit a report within 7 days of contract award, and weekly thereafter for the first 90 days of contract performance. Thereafter, reports will be submitted monthly. The report shall include information on all subcontract work awarded. Report format may be selected by the contractor, but as a minimum, the report shall include total dollars awarded on the contract to each of the following categories: large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service –disabled veteran-owned small business, veteran owned small business, historically Black Colleges/Minority Institutions. Also report total dollars awarded to firms primarily doing business in the Mississippi boundaries, in each of the following categories large business, small business, small disadvantaged businesses, HUBZone small business, women-owned small business, service –disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. An example report form will be provided at contract award. Report shall be submitted to Karen Brady, Deputy for Small Business, U.S. Army Corps of Engineers, Vicksburg District Shirley H. Reed, 4155 Clay Street, Vicksburg, MS 39183. Other reporting requirements of this contract remain unchanged.

**H.9. DESIGNATED BILING OFFICE:** The designated billing office for payment shall be noted on each task order.

**H.10** Effective 1 June 1998, contractors are required to be registered in the DOD CCR database prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

DOD now uses the CCR to comply with the recently enacted Debt Collection Improvement Act of 1996, which requires Federal agencies to have the Taxpayer Identification Number (TIN) of every contractor through electronic funds transfer. Having the necessary contractor information centrally available through the CCR where it can be accessed by both contracting and payment officers will greatly enhance DOD's ability to comply with the law. Additionally, contractors will have to provide this information only once and update it annually and as key company information changes, rather than providing it in response to every solicitation.

Registration can be accomplished in several ways. A contractor may mail or fax the form directly to Central Contractor Registration Assistance Center (CCRAC): call 1-888-CCR-2423 to obtain a registration packet. Another way is to register through the Webster at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec), or through a value-added network (VAN) for those with EDI capability.

The EC/EDI Handbook is available to the web at [www.acq.osd.mil/cc/hdbk](http://www.acq.osd.mil/cc/hdbk). In chapter 9, it provides excellent information on the registration process and required information.

#### NOTICES:

1. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.
2. ALSO SEE SECTION I Contract Clause, "Central Contractor Registration."

#### ELECTRONIC FUNDS TRANSFER (EFT)

PURSUANT TO FAR 52.232-5 and 52.232-33, ALL PAYMENTS UNDER THIS CONTRACT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTORS ARE REQUIRED TO COMPLETE FORM: UFC-DISB-4.

THE FORM AND COMPLETION INSTRUCTIONS MAY BE DOWNLOADED FROM THE U.S. ARMY CORPS OF ENGINEERS FINANCE CENTER AT: <http://www.fc.usace.army.mil> (click ON "DIRECTORATES" AT THE TOP OF THE PAGE, THEN CLICK ON "DIRECTORATE OF ACCOUNTING OPERATIONS" AND THEN "EFT DIRECT DEPOSIT FORM")

**H.11** Reference FAR 52.219-9 Even though subcontracting plans are not normally required from small business concerns, the Contracting Officer has determined that subcontracting plans will be required from all offerors awarded contracts regardless of size. In addition reference Section M, Evaluation Criteria paragraph 2, Evaluation of Factors, Factor 2. Management Plan, requires the submittal of a subcontracting plan for proposal evaluation purposes.

#### **H.12 LIQUIDATED DAMAGES**

If the contractor fails to complete the work within the time specified in the Task Order, the Contractor shall pay liquidated damages to the Government in the amount specified in the Task Order for each calendar day of delay until the work is completed or accepted.

#### **H.13**

##### Ombudsman

The Head of Contracting Activity is required to appoint a task delivery order ombudsman per FAR 16.505(b)(4). For all USACE contracting activities the ombudsman is :

Col Norbert S. Doyle  
441 G St. NW  
Washington, DC 20314

Telephone: 20-761-1900

Ombudsman may be involved in all aspects of awarding task and delivery orders contracts. The authority is limited to issues pertaining to the awarding of tasks and delivery orders under multiple award contracts. Ombudsman may have the authority to a) Review complaints from contractors awarded multiple award contracts that have not been

afforded a fair opportunity; (b) Require that the contracting officer take corrective action regarding the complaint; (c) if the contracting officer doesn't agree with the ombudsman, the matter will be decided by the PARC.

**H.14** Reference Section I Clause 52.228-16 Performance and Payment Bonds other than Construction,  
\*Performance bonds will be required at the time of award in the amount of 100% of the minimum obligation.  
Payment bonds will be required in the amount of 50% of the minimum obligation. As task orders are issued,  
performance and payment bonds will be required in the amount of 100% and 50%, respectively, of the task order  
amount.

The bonding requirements are as follows:

The minimum obligation amount for the Unrestricted at time of award is \$3,000,000.00.

The minimum obligation amount for the HubZone at time of award is \$2,500,000.00.

The minimum obligation amount for the 8(a) at time of award is \$500,000.00.

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

### 252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.



(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to \_\_\_n/a\_\_\_ percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to \_\_\_n/a\_\_\_ percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within one (1) day, but in any event, before starting work, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.


(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

\*See Section H.14 for clarification of this clause.  
(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Revised attachment D

# ATTACHMENT D

LOAD TICKET		
TICKET NUMBER: <b>K 600154</b>		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (%):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mired	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Comments:		
 <b>US Army Corps of Engineers®</b>		Original: Corps of Engineers Yellow: Contractor Green: Sub-Contractor Pink: Driver

## Section M – Evaluation Factors for Award

### EVALUATION CRITERIA

#### General Basis for Contract Award

1. Award will be made to the offeror(s) that the Government determines can accomplish the requirements set forth in the Request for Proposal in a manner most advantageous to the Government, cost or price and other factors considered. The Government reserves the right to award a contract(s) to other than the lowest price offeror after consideration of all factors.
2. Cost or price will be a consideration in the Source Selection Authority's (SSA's) decision. Selection will be based upon the most advantageous offer, price or cost and other factors considered. Offerors should perform technical-cost tradeoffs to achieve a balance which reflects and permits the cost-effective pursuit of high quality performance. The basis of the proposed cost must be compatible with all other elements of the proposal. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Such a proposal may be viewed as indicative of a lack of understanding of the Government's desired objective.
3. Multiple and Small Business Awards. The Government anticipates three (3) awards,

Contract Number 1 – Competitive and unlimited as to business size but limited to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 2 – Competitive HubZone set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 3 – competitive 8(a) set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

These contracts will be awarded as Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with a total project capacity of \$300 million dollars. The Government reserves the right to make awards to small business concerns with the following conditions:

- a. Adequate competition among small business concerns was obtained
- b. The small business proposals are considered responsive.

### EVALUATION FACTORS FOR AWARD –BEST VALUE

This is a Best Value Acquisition. The following terminology is used to offer an explanation of the relative importance of the technical factors:

1. Basic Definitions. The following terminology is used to explain the relative importance of the technical factors.

- a. **SIGNIFICANTLY MORE IMPORTANT:** The criterion is two times or greater in value than another criterion.
- b. **MORE IMPORTANT:** The criterion is greater in value than another criterion but less than two times greater.
- c. **COMPARATIVELY EQUAL:** The criterion is nearly the same in value as another criterion. Any difference is very slight and unimportant.

The following relative importance of the factors will be used to determine acceptability and merit of the proposal.

**The evaluation factors and sub-factors are listed in descending order of importance. Factor 1 is more important than Factor 2, with Factor 2 being more important than Factor 3, with Factor 3 being more important than Factor 4.**

- 2. EVALUATION OF FACTORS:** In accordance with FAR 15.304, the following **primary factors**, (a) through (d), and applicable **sub-factors** will be considered in evaluating the non-cost aspects of the proposals. The evaluation subfactors are of equal importance.

**FACTOR 1 Past Performance**

- a. Past Performance
  - i. Past Performance of demolition debris removal, site management, and reduction work within the last (10) years to include details of the size (dollar value) and complexity of the project, including the amount of cubic yards.
  - ii. A history of reasonable and cooperative behavior and commitment to customer satisfaction
  - iii. A record of conforming to contract requirements and standards.
  - iv. The offeror's record of forecasting and controlling costs in problematic area.
  - v. Adherence to contract schedules including administrative aspects of performance and task completion.

**NOTE: In accordance with FAR 15.305(a)(2) in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Offerors will be provided an opportunity to identify past or current contracts (including Federal, State and local Government and private) for the efforts similar to the Government requirements. The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective action.**

**FACTOR 2 – Management Plan****b. Management Plan**

Describe approach and methodology to plan and execute the task(s) of loading, hauling and site management in reduction and disposal of debris for large scale event. Proposal shall include all elements pertaining to prime and subcontractor(s) for operation of proposed solicitation from mobilization of equipment and manpower to final completion of project.

- ii. Understanding of the requirements for each area of major operation as it pertains to (b) above and overall projects including but not limited to:

- 1. Quality Control Plan
- 2. Safety Plan that are specific to a debris management operations.
- 3. Key supervisory personnel and managers with letter of commitment to perform.
- 4. Organizational Chart and Plan, from top management level(s) to field supervisory level(s)
- 5. Ability to maintain operational strength to meet production rate as Specified in the Statement of Work.

**c.. Subcontracting Plan. (Requested from both Large and Small Businesses)**

- i. Identify subcontracting firms to be utilized and located in the affected geographic location with type of work performed; illustrate how the contractor anticipates tiering its subcontractors. A lesser number of tiers will be considered a more effective management plan.
- ii. Provide subcontracting goals to Small, Service-disabled veteran-owned, Veterans-owned small, Small business HUBZone, Small Disadvantaged, and Small Women-owned business concerns.
- iii. State the amounts to be subcontracted for each category as a percentage of totals subcontracted. Offerors who are large business concerns shall submit a formal subcontracting plan with their proposal in accordance with the contract clause in Section I, FAR 52.219-9. The Corps of Engineers recommended subcontracting goals are approximately 51.2% for Small business, 1.5% for Service-disabled veterans, 3.1% for Small business HUBZone concerns, 8.8% for Small Disadvantaged business, and 7.3% for Small Women-owned businesses.

**d. Location of Offeror and Response Plan to a Mission in the Affected Area.**

- 3. Price is not a factor but will be evaluated to determine reasonableness.